

THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application **10/651,853**
Inventor(s): David Duncan, et al.
Appl. No.: 10/651,843
Confirm. No.: Unknown
Filed: August 29, 2003
Title: Facilities Management System with
Programmable Logic Control

PATENT APPLICATION

Art Unit: Unknown
Examiner: Unknown

Customer No. 29747

POWER OF ATTORNEY BY ASSIGNEE UNDER 37 C.F.R. §§ 3.71, 3.73(b)

Commissioner for Patents
Washington, DC 20231

Sir:

The below-identified Assignee is the owner of the entire right, title and interest in the above-identified patent application by virtue of an assignment from the inventors.

✓ A true copy of the Assignment is attached hereto, the original of which has been (or is herewith) forwarded to the United States Patent and Trademark Office for recording.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Assignee hereby appoints the attorneys of QUIRK & TRATOS, Customer No. 29747, including, R. Richard Costello (Reg. No. 51,583); Carrie E. Peterman (Reg. No. 52,113); Rob L. Phillips (Reg. No. 40,305); Edward J. Quirk (Reg. No. 23,018); and Sarah Barone Schwartz (Reg. No. 40,284) to prosecute this application and transact all business in the United States Patent & Trademark Office connected therewith; said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. §3.71.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Please address all correspondence to:

Sarah Barone Schwartz
QUIRK & TRATOS
3773 Howard Hughes Parkway, Suite 500 N
Las Vegas, Nevada 89109

Please direct all telephone calls to:

Sarah Barone Schwartz
(702)792-3773

Assignee: Synergis Systems, LLC

Assignee Type: Limited Liability Company

Signor's Name: DAVID DUNCAN

Signor's Title: PRESIDENT

Signature: D Date: 5/14/04

ASSIGNMENT

WHEREAS, We, David Duncan of Edmonds Washington; Timothy A. Johns of Lynnwood, Washington; Ray Sharif of Lake Forest Park, Washington; John Seghers of Woodinville, Washington, Eugene Chigirinsky of Seattle, Washington, and Greg McKay of Shoreline, Washington, respectively, have invented certain new and useful improvements disclosed in an application for United States Letters Patent entitled **Facilities Management System with Programmable Logic Control**, filed August 29, 2003 and given application number 10/651,853.

AND WHEREAS, SYNERGIS SYSTEMS, LLC, a Nevada Limited Liability Company, with its principal place of business at 170 W. Dayton, Suite 106A, Edmonds, Washington 98020 (hereafter, together with any successors, legal representatives or assigns thereof, called "ASSIGNEE"), desires to acquire the entire right, title, and interest in and to the said improvements and the said Application;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we, do hereby acknowledge that we have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over, unto ASSIGNEE, the entire right, title, and interest throughout the world in, to and under the said improvements, and the said application and all divisions, renewals and continuations thereof, and all Letters Patents of the United States which may be granted thereon and all reissues, reexaminations and extensions thereof, and all rights of priority under International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms in every participating country and all applications for patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all patents (including all continuations, divisions, extensions, renewals, substitutes, and reissues thereof) which may be granted for said improvements in any country or countries foreign to the United States; and we hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any officials of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to ASSIGNEE in accordance with the terms of this instrument.

AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith;

AND WE HEREBY covenant and agree that we will communicate to ASSIGNEE any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for said improvements in all countries.

(1) IN TESTIMONY WHEREOF, I hereunto set my hand this

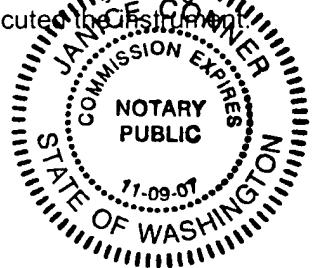
14 day of May, 2004.

David Duncan

STATE OF Washington
ss:
COUNTY OF Snohomish

On May 4 2004, before me, David Duncan, personally appeared David Duncan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that he is the signator on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

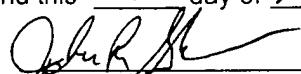
[SEAL]



WITNESS my hand and official seal.

Kohne
Signature of Notary

(4) IN TESTIMONY WHEREOF, I hereunto set my hand this 14th day of May, 2004

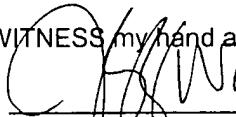

John Seghers

STATE OF Washington
ss:
COUNTY OF Snohomish

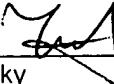
On May 14, 2004, before me, Jenny Shortall, personally appeared John Seghers, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]


Signature of Notary

(5) IN TESTIMONY WHEREOF, I hereunto set my hand this 19 day of December, 2003.


Eugene Chigirinsky

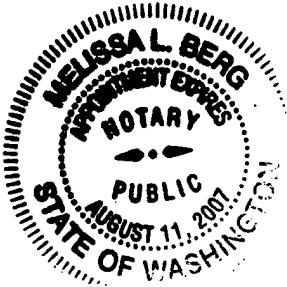
STATE OF _____
ss:
COUNTY OF _____

On 12-19-03, before me, Melissa L. Berg, personally appeared Eugene Chigirinsky, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Melissa L. Berg
Signature of Notary



(6) IN TESTIMONY WHEREOF, I hereunto set my hand this

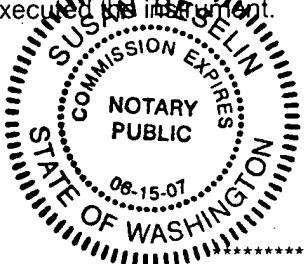
17th day of May, 2003. 4

Greg McKay

STATE OF WA)
ss:
COUNTY OF Snohomish

On MAY 17 2004, before me, SUSAN BESELEN personally appeared Greg McKay, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that ~~he has~~ his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[SEAL]



WITNESS my hand and official seal.

Susan Beselein

Signature of Notary

ASSIGNMENT

WHEREAS, We, Timothy A. Johns of Lynnwood, Washington and Ray Sharif of Lake Forest Park, Washington; respectively, believe we, along with David Duncan of Edmonds, Washington; John Seghers of Woodinville, Washington; Greg McKay of Shoreline, Washington; and Eugene Chigirinsky of Seattle, Washington, are the original inventors of certain new and useful improvements disclosed in an application for United States Letters Patent entitled **Facilities Management System with Programmable Logic Control** filed August 29, 2003 and given application number 10/651,853.

AND WHEREAS, SYNERGIS SYSTEMS, LLC, a Nevada Limited Liability Company, with its principal place of business at 170 W. Dayton, Suite 106A, Edmonds, Washington 98020 (hereafter, together with any successors, legal representatives or assigns thereof, called "ASSIGNEE"), desires to acquire all of our right, title, and interest in and to the said improvements and the said Application;

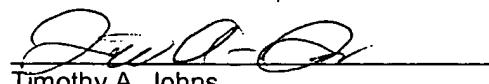
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we, do hereby acknowledge that we have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over, unto ASSIGNEE, the entire right, title, and interest throughout the world in, to and under the said improvements, and the said application and all divisions, renewals and continuations thereof, and all Letters Patents of the United States which may be granted thereon and all reissues, reexaminations and extensions thereof, and all rights of priority under International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms in every participating country and all applications for patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all patents (including all continuations, divisions, extensions, renewals, substitutes, and reissues thereof) which may be granted for said improvements in any country or countries foreign to the United States; and we hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any officials of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to ASSIGNEE in accordance with the terms of this instrument.

AND WE HEREBY covenant that we have full right to convey our entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith;

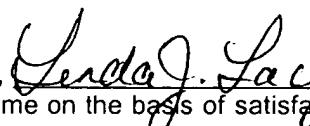
AND WE HEREBY covenant and agree that we will communicate to ASSIGNEE any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for said improvements in all countries.

In return for the benefits conferred by this Assignment, SYNERGIS SYSTEMS, LLC, hereby releases in full, and forever discharges, acquits, and holds harmless each and every Assignee, including any their past or present parent, subsidiary or otherwise affiliated corporations, partnerships, or other business enterprises, and all of its or their past or present affiliates, related entities, partners, subsidiaries, insurers, predecessors, successors, assigns, directors, officers, shareholders, attorneys, accountants, representatives, agents and employees, from any and all claims, disputes, suits, demands, causes of action, liabilities, damages, expenses and obligations of every nature, character and kind (collectively "Claims"), whether known or unknown, which may now exist or hereafter may be discovered, specifically including without limitation any and all Claims arising from or relating to services or work performed or delivered to SYNERGIS SYSTEMS, LLC by any Assignee, any contracts or agreements between any Assignee and SYNERGIS SYSTEMS, LLC, or the subject matter of this Assignment or any patents that may be granted in connection with the above-referenced patent application. In addition, SYNERGIS SYSTEMS, LLC hereby agrees to indemnify, defend and hold Assignees harmless from and against any and all claims by any third party relating to the subject matter of this Assignment or any patents that may be granted in connection with the above-referenced patent application.

(1) IN TESTIMONY WHEREOF, I hereunto set my hand this 18th day of May, 2004.

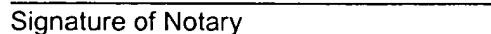

Timothy A. Johns

STATE OF WA)
COUNTY OF Snohomish)ss:

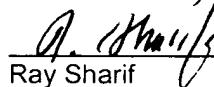
On May 18th, 2004, before me,  personally appeared Timothy A. Johns, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

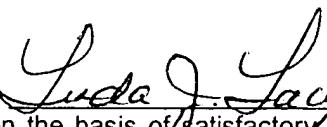
[SEAL]


Signature of Notary

(2) IN TESTIMONY WHEREOF, I hereunto set my hand this 18th day of May, 2004.


Ray Sharif

COUNTY OF Snohomish
STATE OF Washington)ss:

On May 18th, 2004, before me,  personally appeared Ray Sharif, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]


Signature of Notary